

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:)
) **Case No.: 18-36255-KRH**
DAWNA URSO COX) **Chapter 13**
)
Debtor)

DAWNA URSO COX)
)
Plaintiff,)
)
v.) **APN: 19-03003-KRH**
)
KEN PRICE)
)
and)
)
TIMOTHY S. FEEHAN, TRUSTEE,)
)
Defendants.)

2019 FEB 15 AM 11:41
U.S. BANKRUPTCY COURT
RICHMOND DIVISION

FILED

**DEFENDANT KEN PRICE'S ANSWER TO PLAINTIFF'S COMPLAINT
TO DETERMINE THE VALIDITY, PRIORITY OR EXTENT OF LIENS**

The Defendants, Ken Price, for his Answer to Plaintiff's Complaint to Determine the Validity, Priority or Extent of Liens, states as follows:

1. Mr. Price admits the allegations set forth in paragraph 1 of Plaintiff's Complaint.
2. Mr. Price admits the allegations set forth in paragraph 2 of Plaintiff's Complaint.
3. Mr. Price admits the allegations set forth in paragraph 3 of Plaintiff's Complaint.
4. Mr. Price admits the allegations set forth in paragraph 4 of Plaintiff's Complaint.
5. Mr. Price lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5 of Plaintiff's Complaint and therefore denies them and demands strict proof thereof.

6. Mr. Price denies the truth of the allegations of paragraph 6 of Plaintiff's Complaint.

Specifically, Mr. Price asserts that the appropriate value of the promissory note is \$50,000 only until sale of the Morningside property, and then \$60,000.00 upon sale of the Morningside property.

7. Mr. Price admits the allegations set forth in paragraph 7 of Plaintiff's Complaint.

8. Mr. Price denies the truth of the allegations set forth in paragraph 8 of Plaintiff's Complaint, and specifically alleges in response that the value of the Property exceeds the balance of the first deed of trust as stated in paragraph 5 of the Plaintiff's Complaint.


9. Mr. Price denies the allegations set forth in paragraph 9 of Plaintiff's Complaint and demands strict proof thereof.

WHEREFORE, Ken Price respectfully requests that this Court deny Plaintiff's prayer for relief and declare that the Second Deed of Trust is secured, that the Second Deed of Trust should be treated as secured in Plaintiff's Chapter 13 Plan, and for such other relief as the Court may deem appropriate.

Dated February 15, 2019

Respectfully submitted,

KEN PRICE
By Counsel



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CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of February, 2019, I filed the foregoing with the Clerk of Court, who will then send notification of such filing (NEF) via the CM/ECF system to the following:

James E. Kane
Kane & Papa, P.C.
1313 East Cary Street
Richmond, Virginia 23219
804-225-9500
Facsimile 804-225-9598
jkane@kaneandpapa.com

A handwritten signature in black ink, appearing to be 'JE Kane', with a long horizontal line extending to the right.